STATE OF INCIAL LAKE COUNT FILED FOR RECORD

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SHOWN MICHAL RECORDER

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is August 11, 2006. The parties and their addresses are:

MORTGAGOR:

JKLM, LLC

An Indiana Corporation 9325 Broadway Merrillville, Indiana 46410

LENDER:

Document 1s

MERCANTILE NATIONAL BANK OF INDIANA

Organized and existing under the laws of the United States of America

5243 Hohman Avenue

Hammond, Indiana 46320 is Document is the property of

TIN: 35-0508040 the Lake County Recorder!

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated April 15, 2005 and recorded on May 26, 2005 (Security Instrument). The Security Instrument was recorded in the records of Lake County, Indiana at Doc# 2005-043219 and covered the following described Property:

Part of the West half of the Northwest 1/4 of Section 34, Township 35 North, Range 8 West of the 2nd Principal Meridian, described as follows:

Beginning at a point 200 feet South of the Northwest corner of said Section 24; thence South 200 feet; thence East 653.4 feet; thence North 200 feet; thence West 653.4 feet to the place of beginning, in Lake County, Indiana.

The property is located in Lake County at 9325 Broadway, Merrillville, Indiana 46410.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

- A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:
 - (1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$546,336.18. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
 - (1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - The following debts and all extensions, renewals, refinancings, (a) Specific Debts. modifications and replacements. A promissory note or other agreement, No. 47236, dated

Merrillville Ace Hardware, Inc. Indiana Real Estate Modification IN/4dwilliam00836500004823007080806Y

-1996 Bankers Systems, Inc., St. Cloud, MN C

August 11, 2006, from Merrillville Ace Hardware, Inc. (Borrower) to Lender, with a loan amount of \$273,168.09, with an interest rate of 8.0 percent per year and maturing on August 11, 2009.

- (b) All Debts. All present and future debts from Merrillville Ace Hardware, Inc. to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.
- (c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- **3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- **4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

JKLM, LLC

By
Lee Mansch

By
Jill Mansch

LENDER:

Mercantile National Bank of Indiana

By
John J. Freyek! Vida President

ACKNOWLEDGMENT. (Business or Entity)
Before me, <u>(aro/ Prne/fe/</u> , a Notary Public this <u>//////</u> day of <u>occurrent</u> , <u>2006</u> , Lee Mansch - of JKLM, LLC a Corporation acknowledged the
execution of the annexed instrument of the Corporation.
My commission expires: 3/9/07 (Notary Public)
wy commission expires. If I/O / (Notelly I want)
(Notary's County)
"OFFICIAL SEAL"
CAROL KNEIFEL NOTARY PUBLIC, STATE OF INDIANA
LAKE COUNTY MY COMMISSION EXPIRES 3/9/2007
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NOT OFFICE A
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!
(Dualmana au Entite)
(Business or Entity)
State OF meliana, County OF Lake SS.
Before me, <u>(aro) the Fe</u> , a Notary Public this day of
Bugust , 2006 , Jill Mansch - of JKLM, LLC a Corporation acknowledged the
execution of the annexed instrument of the Corporation.
My commission expires: 3/9/07 (Notary Flublic)
- Caul muff
"OFFICIAL SEAL" (Notary's County)
CAROLKNEIFEL
NOTARY PUBLIC, STATE OF INDIANA LAKE COUNTY
MY COMMISSION EXPIRES 3/9/2007

(Lender Acknowledgment) .	
State OF Indiana (or	enter OF Lake ss.
Before me, (arol Kneifel	, a Notary Public this _//ধ day of
Stuguest, 2006, John J.	Freyek Vice President of Mercantile National Bank
of Indiana, a corporation, acknowledged the execution	on of the annexed instrument of the corporation.
My commission expires: 3/9/07	(Notary Public)
OFFICIAL SEAL"	(Notary's County)
CAROL KNEIFEL	<u> </u>
ARY PUBLIC, STATE OF INDIANA	
LAKE COUNTY COMMISSION EXPIRES 20/2007	

I affirm, under the penalties for perjury, that Iment is have taken reasonable care to redact each Social FFICIAL! Security number in this document, unless required FFICIAL! by law.

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[and margin and

This instrument was prepared by John J. Freyek, Mercantile National Bank of Indiana, 5243 Hohman Avenue, Hammond, Indiana 46320



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